

School Sec
2345

**AGREEMENT BETWEEN THE
BLOOMINGDALE BOARD OF EDUCATION
AND THE
BLOOMINGDALE SECRETARIES' ASSOCIATION**

JULY 1, 1994 - JUNE 30, 1997

Bloomington Board of Education
Capitolene Avenue
Bloomington, New Jersey 07403

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I. RECOGNITION

The Board hereby recognizes the Bloomingsdale Secretaries' Association as the exclusive bargaining representative for all school secretarial and Special Services secretarial personnel.

The term "employee" when used herein shall mean all members of the Association unless otherwise noted.

II. REPRESENTATION FEE

If an employee does not become a member of the Association during any membership year (i.e. from Sept. 1 to the following Aug. 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to effect the employees' per capita cost of services rendered by the Association as majority representative.

Prior to the beginning of each membership year, the Association will inform the Board, in writing, of the amount of regular dues, initiation fees, and the amount of assessments charged by the Association to its own members. From the total amount will be subtracted the cost of benefits financed through dues, fees, and assessments and available to or benefitting only Association members. In no event shall such amount exceed 85% of the regular membership dues, fees, and assessments.

Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representatives, under proceedings established and maintained in accordance with NJSA 34:13A-5.4 of this act, a return of and part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

II. REPRESENTATION FEE (CONT'D):

The Board will deduct the representation fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board or
- b. 30 days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck, paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

III. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by an Association member or by the Association based upon the interpretation, application or violation of the Agreement, policies or administrative decisions affecting the terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.

B. Procedures

1. Step One: Principal

The aggrieved person presents the grievance in writing, directly or through the Association Representative to the building principal.

- a. Within two (2) school days, an interview is held by the building principal with the grievant and/or the Association Representative.
- b. Within five (5) school days after the interview, a decision in writing will be given by the principal.

III. GRIEVANCE PROCEDURE (CONT'D):

- c. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

2. Step Two: Superintendent

If the decision made at the first step does not satisfy the aggrieved person, the Association Representative and the aggrieved person have five (5) school days to file an appeal in writing with the Superintendent.

- a. The Superintendent or his designee shall arrange an interview with the aggrieved person within two (2) school days after receipt of appeal.
- b. Within five (5) school days following the interview, the Superintendent shall give his written decision to the aggrieved person or the Association Representative.

3. Step Three: Board

If the aggrieved person is still not satisfied, he/she may, within five (5) school days of the Superintendent's decision, make a written request to the Board for a review of the decision.

- a. The Board or its designated committee shall set a hearing date to be held within twenty-one (21) school days after the receipt of aggrieved person's request.
- b. Within ten (10) school days after the next scheduled board meeting, the Board will notify in writing the aggrieved person or the Association of its decision.

4. Step Four: Arbitration

If the aggrieved person is not satisfied with the Board's decision and the grievance shall involve an alleged violation of a specific article and section of this Agreement, he/she may ask the Association to notify the Board in writing within fifteen (15) days of his/her desire to submit the grievance to an arbitrator subject to the following conditions:

III. GRIEVANCE PROCEDURE (CONT'D):

4. Step Four: Arbitration (cont'd):

- a. The arbitrator shall be mutually agreed upon. If no agreement is reached on the selection of an arbitrator after ten (10) days, an arbitrator shall be selected by the rules established by the American Arbitration Association.
- b. The decision of the arbitrator shall be final and binding on both parties.
- c. The costs of arbitration, including the arbitrator's fees but excluding the attorney fees, shall be divided equally between both parties.
- C. An aggrieved person shall not have the right to refuse to follow an administrative directive or a board policy on the grounds that he/she has instituted a grievance. The party of interest is required to continue under the direction of the Superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
- D. No grievance shall be considered under the grievance procedure outlined herein unless it is presented for consideration within thirty (30) days from the date of its known occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.

IV. LEAVE TIME

A. Sick Leave

1. Each secretary or office personnel shall be entitled to one day per month of months worked.
2. Unused sick days shall be accumulated from year to year.
3. Upon retirement, all members who have at least ten (10) or more years of continuous employment in Bloomington shall be reimbursed for 50% of their accrued sick leave to a cap of \$6,000. Said payment shall be based on the member's per diem salary at the time of retirement. Payment of the above amount shall be made on July 15th or the next pay day provided three month's notice has been given prior to the retirement. Retirement shall be defined as in the Public Employees Retirement System.

IV. LEAVE TIME (CONT'D):

Deferred retirement of up to (2) two years shall receive the benefit of this Article, payment to be made upon the payment of the last check from the pension fund.

B. Bereavement Leave

An allowance of three (3) consecutive school days leave shall be granted to Association members at any one time to attend the funeral of a member of the immediate family. Immediate family shall be interpreted as mother, father, mother-in-law, father-in-law, child, brother or sister, brother-in-law or sister-in-law, grandfather, grandmother, grandchild, spouse or any relatives of the same household.

C. Personal Leave

1. Each Association member shall be granted three (3) days leave for personal business. Unused personal days shall be accumulated as sick days.
2. Except in cases of emergency, all requests for leave shall be in writing (on a pre-printed form supplied by Superintendent's Office) to the Superintendent, or his delegated agent, two days prior to the date requested. Reasons shall be as follows:

Legal
Family
Other

Sequential days, in the event of an emergency, may be taken with the approval of the Superintendent and will not reasonably be denied.

D. Holidays

1. All Association members shall receive the following paid holidays. In the event that school is in session on any of the holidays listed below, all Association members shall receive a day in lieu of the holiday during the Christmas holiday week.

Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Good Friday
Memorial Day

Christmas Day
New Year's Day
Washington's Birthday
Lincoln's Birthday
Martin Luther King Day

IV. LEAVE TIME (CONT'D)

D. Holidays (cont'd)

Whenever any full-time teaching staff member of any board of education of any local school district or regional school district or of any county vocational school or any secretary, or office clerk applies to the board of education by which he is employed for permission to attend the annual convention of the New Jersey Education Association, such permission shall be granted for a period of not more than two days in any one year and he shall receive his whole salary for the days of actual attendance upon the sessions of such convention upon filing with the secretary of the board a certificate of such attendance signed by the executive secretary of the association.

2. In addition to the above, the day after Thanksgiving, the day before Christmas, and the day before New Year's Day shall be paid holidays.

E. Vacations

1. Vacation time for twelve (12) month Association members in this unit shall be based on the years service from July 1 starting date and shall be as follows:

After six months service	5 days
12 - 60 months	10 days
Five years one day - 10 years	15 days
Over ten years	20 days

2. Vacation time for ten (10) month Association members in this unit shall be based on the years service from July 1 starting date and shall be as above pro-rated.
3. Vacations may be taken at any time school is not in session. Up to two weeks may be taken while school is in session. Any request exceeding the above mentioned guidelines must be approved by the Superintendent of Schools. Except for extenuating circumstances, requests for vacation must be made at least one month in advance.

V. INSURANCE PROTECTION

The Board of Education agrees to provide insurances as listed below and with full family coverage:

V. INSURANCE PROTECTION (CONT'D):

- A. The provisions concerning hospitalization, dental plan, and prescription plan shall be as follows:

1. Medical Health Plan

The Board shall provide complete family coverage, under the CIGNA plan of Connecticut General, for major medical, surgical and hospitalization, 100% paid by the Board for all Association members.

2. The Board shall provide single coverage only for association members hired after 7/1/94 until such time as "new hire" reaches three years of continuous employment. However, "new hire" shall have the option of purchasing family coverage at their own expense until such time as they are eligible for full family coverage at the Board's expense.

3. Dental Plan

The Board shall provide complete family coverage under the CIGNA Dental plan of Connecticut General, paid by the Board for all Association members to the Sept. 1, 1991 cap.

The Board agrees to provide a dental plan which includes the following elements:

- | | |
|------------------------------|--------------|
| e. Preventive and Diagnostic | 100% |
| b. Basic Services | 80/20 Co-Pay |
| c. Prosthodontics Benefits | 50/50 Co-Pay |

The maximum amount payable for the above services shall be \$1,000 per calendar year.

4. Prescription Drug Plan

The Board shall provide a full family coverage prescription plan with \$5.00 generic drug, \$10.00 name brand deductible for each prescription filled or a co-payment of \$5.00 for each mail order prescription filled. The Board shall pay 100% of full family coverage.

5. The Board shall provide reimbursement of \$100/employee toward the purchase of Vision Services, with receipts.

V. INSURANCE PROTECTION (CONT'D):

- B. A voluntary Disability Insurance Plan shall be maintained with the Washington National Insurance Co. Payment for the Basic Plan Level 1 that is currently available for each Association member shall be made by the Board. The Board's cost for the plan shall not exceed \$350/employee. Should an employee wish to upgrade his/her plan, the cost of the upgrading will be borne by the individual.
- C. In the event that the Board anticipates changes in carriers, notification will be provided to this group.
- D. In the event the Board of Education changes insurance carriers, all benefits for Association members must be equal to or better than insurance protection provided herein.
- E. All Association members who leave employment with the Bloomingdale Board of Education have had 10 or more years in the Bloomingdale School System shall be given the opportunity to purchase their present insurance at the current group cost rate for each year where benefits are desired in perpetuity. This insurance coverage may only be ended at the request of the Association member described herein.

VI. OVERTIME

A. Association members

- 1. Any work in excess of 35 hours shall be compensated by time and 1/2 calculated on secretary's salary for each hour worked, with the approval of the principal/supervisor.
- 2. Commencing in the second year of contract and continuing through the third year of contract, any work in excess of 35 hours and 50 minutes shall be compensated by time and 1/2 calculated on secretary's salary for each hour worked, with the approval of the principal/supervisor.

VII. TENURE

Tenure shall be granted to Association members in accordance with state law.

VIII. SALARIES

Ten Month Association members 1994 -1997 : See Appendix A.
Twelve Month Association members 1994 - 1997: See Appendix B.

Additional non cumulative increments will be given to present Association members having the following years service in the Bloomington School System:

After 5 years	\$200.00
After 10 years	\$500.00
After 15 years	\$1,000.00
After 20 years	\$1,700.00
After 25 years	\$2,400.00

Moreover, non cumulative increments will be given to "new hires", after 7/1/94. having the following years service in the Bloomington School System:

After 15 years	\$1,000.00
After 20 years	\$1,700.00
After 25 years	\$2,400.00

IX. MISCELLANEOUS

- A. Pay periods shall be the 15th and 30th of each month.
- B. Maternity or child-rearing leave shall be granted to an Association member to care for an infant child from birth through pre-school age. The leave shall be without pay for a period of up to one calendar year. Requests for such leave shall be submitted in writing to the Superintendent of Schools a minimum of 60 days prior to its effective date.
- C. No disciplinary action of any kind shall be taken against any employee without just cause.
- D. Secretaries shall not be required to run off copies for teachers, except in the case of an emergency.
- E. Secretaries shall not be required to do attendance registers until such time that appropriate software for the computer becomes available and the appropriate training is made available.
- F. All job openings shall be posted at least two (2) weeks before the job is filled.
- G. Courses taken to upgrade Association members' skills shall be paid for by the Board at the rate of \$250/person/year.

IX. MISCELLANEOUS (CONT'D):

- H. The Board agrees to provide mileage reimbursement in the amount of current IRS limit for those staff personnel who must travel in the performance of their duties.
- I. When there is a declared snow day and the Superintendent requires the secretarial staff to be at work, the Board will provide transportation to and from employment or the employee would be given the option to use a vacation or personal day.
- J. To maintain open communications between the Board and secretarial staff, it is agreed that members of the association will meet with the Staff Relations Committee two times per year.

X. DURATION OF AGREEMENT

This agreement will be effective July 1, 1992 and shall continue in effect through June 30, 1994.

IN WITNESS WHEREOF, the Bloomingdale Board of Education and the Bloomingdale Secretaries' Association have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

BLOOMINGDALE SECRETARIES'
ASSOCIATION

by Shirley Hershey
Co-President

by Luzinda Oddy
Co-President

by Elaine Butthorn
Secretary

BLOOMINGDALE BOARD OF
EDUCATION

by [Signature]
President

by [Signature]
Secretary

Date: 6/22/94

APPENDIX A

10 MONTH SECRETARIAL GUIDE

STEP	1994-1995	1995-1996	1996-1997
1	\$16,791	\$17,714	\$18,706
2	\$17,420	\$18,378	\$19,407
3	\$18,259	\$19,263	\$20,342
4	\$19,099	\$20,150	\$21,278
5	\$20,042	\$21,144	\$22,328
6	\$20,987	\$22,141	\$23,381
7	\$21,932	\$23,138	\$24,433
8	\$22,903	\$24,163	\$25,516
9	\$24,058	\$25,381	\$26,803

APPENDIX B

12 MONTH SECRETARIAL GUIDE

STEP	1994-1995	1995-1996	1996-1997
1	\$20,149	\$21,257	\$22,447
2	\$20,903	\$22,053	\$23,288
3	\$21,911	\$23,116	\$24,410
4	\$22,919	\$24,179	\$25,533
5	\$24,051	\$25,373	\$26,794
6	\$24,185	\$26,570	\$28,058
7	\$26,317	\$27,765	\$29,320
8	\$27,483	\$28,994	\$30,618
9	\$28,868	\$30,456	\$32,161